STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT**

P.O. BOX 30026, LANSING, MI 48909 OR 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 10

CONTRACT NO. 071B9200052

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Rapid Shred, Llc	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grandville MI, 49418	(877) 202-8942	*****0824

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Sarah Goodrich	(517)-284-7954	goodrichs@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	(517) 284-7043	riggs@michigan.gov

CONTRACT SUMMARY								
DESCRIPTION: RECYCLING SERVICES - Statewide								
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE CHANGE(S) NOTE					
December 16, 2008	October 31, 2011	2 - 1 Year	October 31, 2	2015				
PAYMENT	TERMS	DELIVERY TIMEFRAME						
Click here to	enter text.	Clic	ck here to enter text.					
ALTERNATE PAYMENT OPTIO	NS		EXTENDED PURC	CHASING				
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	⊠ No				
MINIMUM DELIVERY REQUIRE	MENTS							
N/A								

DESCRIPTION OF CHANGE NOTICE							
EXERCISE OPTION?	LENGTH OF OPTION E		EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE		
			\boxtimes	1 year	October 31, 2016		
CURRENT VALUE VA		ALUE OF CHANGE NOTICE	ESTIMATED AGGR	EGATE CONTRACT VALUE			
\$ 431,340.00			\$ 150,000.00	\$ 5	81,340.00		

DESCRIPTION: Effective October 20, 2015, this contract is hereby extended 12 months and is increased by \$150,000.00. The revised contract expiration date is October 31, 2016. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request and Contractor agreement, DTMB Procurement approval, and State Administrative Board on October 20, 2015.

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT P.O. BOX 30026, LANSING, MI 48909 OR 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9

to

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Rapid Shred	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Grandville, MI 49418	877-202-8942	0824

STATE CONTACTS	TE CONTACTS AGENCY NAME PHONE		EMAIL	
PROGRAM MANAGER	NAGER DTMB Sarah Goodrich		517-284-7954	goodrichs@michigan.gov
CONTRACT ADMINISTRATOR DTMB		Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY						
DESCRIPTION:						
Recycling Services – DTMB - S	tatewide					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW)		
December 16, 2008	October 31, 2011	2-one year	April 30, 2015			
PAYMENT TERMS	F.O.B.	SHIPPED TO				
1.5% 10 – Net 45	Pick Up	N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
☐ P-card ☐ D	irect Voucher (DV)	☐ Other	☐ Yes			
MINIMUM DELIVERY REQUIREMENTS						
N/A						
		<u> </u>				

DESCRIPTION OF CHANGE NOTICE							
	EXTEND CONTRACT EXERCISE CONTRACT EXPIRATION DATE OPTION YEAR(S)		Т	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION /OPTION	EXPIRATION DATE AFTER CHANGE	
□No		′es 🗌		\boxtimes	6 months	October 31, 2015	
CURRENT VALUE		٧	ALUE/COST OF CHANGE NOTICE		EVISED AGGREGATE RACT VALUE		
\$431,340.00			\$0.00	\$4	31,340.00		

DESCRIPTION:

Effective April 28, 2015, this contract is hereby extended through October 31, 2015. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request and Contractor agreement, DTMB Procurement approval, and State Administrative Board on April 28, 2015.

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Rapid Shred, LLC	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grandville, MI 49418	877-202-8942	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sarah Viele	517-241-4941	vieles@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:							
DESCRIPTION: Recycling	Services – DTMB – Stat	ewide					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW				
December 16, 2008	October 31, 2011	2, one year	October 31, 2014				
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM				
1.5% 10 - Net 45	Pick Up	N/A	N/A				
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS				
☐ P-card ☐ Dir	ect Voucher (DV)	Other	☐ Yes				
MINIMUM DELIVERY REQUIRE	MENTS:						
N/A							
	DESCRIPTION	ON OF CHANGE NOT	ICE:				

DESCRIPTION OF CHANGE NOTICE:						
			SION BEYOND FOPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE	
□No				\boxtimes	6 Months	April 30, 2015
VALUE/COST OF CHANGE NOTICE:				ESTIMATED R	EVISED AGGREGATE C	ONTRACT VALUE:
\$0.00				\$431,340.00		
Effective	October 28	2014 this contract is	hereby FX1	FNDFD Through	h April 30, 2015	

All other terms, conditions, specifications, and pricing remain the same. Per agency and vendor agreement, DTMB-Procurement approval, and State Administrative Board approval on October 28, 2014.

AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT P.O. BOX 30026, LANSING, MI 48909 OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Rapid Shred, LLC	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grandville, MI 49418	877-202-8942	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sarah Viele	517-241-4941	vieles@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:						
DESCRIPTION: Recycling	Services – DTMB – St	atewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW			
December 16, 2008	October 31, 2011	2, one year	April 30, 2014			
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM			
1.5% 10 - Net 45	Pick Up	N/A	N/A			
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS			
☐ P-card ☐ Dir	ect Voucher (DV)	Other	☐ Yes			
MINIMUM DELIVERY REQUIREMENTS:						
N/A						

	DESCRIPTION OF CHANGE NOTICE:						
	CONTRACT TON DATE	EXERCISE CONTRACT OPTION YEAR(S)		SION BEYOND T OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE	
☐ No				\boxtimes	6 Months	October 31, 2014	
VALUE/COST OF CHANGE NOTICE: ESTIMATED REVISED AGGREGATE CONTRACT VALUE:							
\$0.00 \$431,340.00							
Effective April 22, 2014, this contract is hereby EXTENDED 6 Months. The REVISED Contract end date is October 31, 2014.							
All other terms, conditions, pricing and specifications remain unchanged.							
Per agency request, vendor agreement, approval from DTMB-Procurement, and the approval of the State Administrative Board dated April 22, 2014.							

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6

to

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Rapid Shred, LLC	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grandville, MI 49418	(877) 202-8942	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sarah Viele	(517) 241-4941	vieles@michigan.gov
BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:						
DESCRIPTION: Recycling S	ervices – DTMB - Statew	ride				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW			
3 Year	December 16, 2008	2,1 Yr. Options	October 31, 2013			
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM			
1.5% 10 – Net 45	Pick Up	N/A	N/A			
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS			
☐ P-card ☐ Direct Voucher (DV)		Other	☐ Yes			
MINIMUM DELIVERY REQUIREMENTS:						
N/A						

DESCRIPTION OF CHANGE NOTICE:							
EXTEND CONTRACT EXERCISE CONTRACT			SION BEYOND	LENGTH OF	EXPIRATION DATE		
EXPIRATION DATE OPTION YEAR(S) CONTRACT		FOPTION YEARS	OPTION/EXTENSION	AFTER CHANGE			
☐ No			\boxtimes		6 months	April 30, 2014	
VALUE/COST OF CHANGE NOTICE:				ESTIMATED A	GGREGATE CONTRACT	VALUE REVISED:	
\$0.00				\$431,340.00			

Effective October 30, 2013, this contract is hereby extended to April 30, 2014. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement, DTMB Procurement approval and the approval of the State Administrative Board on October 29, 2013.

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Rapid Shred, LLC	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grandville, MI	49418	

	STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
	CONTRACT COMPLIANCE INSPECTOR	DTMB	Sarah Viele	(517) 241-4941	vieles@michigan.gov
ĺ	BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:					
DESCRIPTION: Recycling Services – DTMB - Statewide					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW		
3 Year	December 16, 2008	October 31, 2011	2,1 Yr. Options		
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM		
1.5% 10 – Net 45	Pick Up	N/A	N/A		
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS		
P-card Dir	ect Voucher (DV)	Other	☐ Yes		
MINIMUM DELIVERY REQUIREMENTS:					
N/A					

	DESCRIPTION OF CHANGE NOTICE:						
	CONTRACT TON DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS		LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE	
☐ No	Yes				1 Yr.	October 31, 2013	
VALUE/COST OF CHANGE NOTICE: E				ESTIMATED AGGREGATE CONTRACT VALUE REVISED:			
\$0.00			\$431,340.00				
Effective October 31, 2012, the second option year of this contract is hereby being exercised. All other terms, conditions, specifications, and pricing remain the same.							
Per vende	Per vendor agreement and DTMB Procurement approval.						

STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4

to

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Rapid Shred, LLC	Scott Dennis	sdennis@rapidshred.com
2972 Sangra S.W.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grandville, MI 49418	(877) 202-8942	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Sarah Viele	(517) 241-4941	vieles@michigan.gov
BUYER:	DTMB	William Walsh	(517) 373-6535	Walshw@michigan.gov

CONTRACT SUMMARY:					
DESCRIPTION: Recy	cling Services – DTMB	- Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE		
December 16, 2008	October 31, 2011	2, one year	October 31, 2012		
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM		
1.5% 10 – Net 45	Pick Up	N/A	N/A		
ALTERNATE PAYMENT OPTIONS:		AVAILABLE TO MIDEAL PARTICIPANTS			
P-card	Direct Voucher (DV)	☐ Other	☐ YES ☐ NO		
MINIMUM DELIVERY REQUIREMENTS:					
N/A					

DESCRIPTION OF CHANGE NOTICE:				
OPTION EXERCISED: ☐ NO ☐ YES	IF YES, EFFECTIVE DATE OF CHA	ANGE:	NEW EXPIRATION DATE:	
Effective June 18, 2012, the Contract Compliance Inspector is hereby CHANGED to Sarah Viele. All other terms, conditions, pricing and specifications remain the same. Per agency and DTMB Procurement agreement.				
VALUE/COST OF CHANGE NOTICE:		\$0		
ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		\$431,340	0.00	

FOR THE CONTRACTOR: Rapid Shred, LLC	FOR THE STATE:
Firm Name	Signature Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 2, 2011 **PURCHASING OPERATIONS**

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3 TO

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (877) 202-8942
		Scott Dennis
Rapid Shred, LLC		
2972 Sangra S.W.		
Grandville, MI 49418		BUYER/CA (517) 373-6535
Email: sdennis@	rapidshred.com	William C. Walsh, CPPB
Contract Compliance Inspector: Larry Scates (517) 335-	4273	·
Recycling Services – Department of I	Management and	d Budget - Statewide
CONTRACT PERIOD: From: December 16	6, 2008	To: October 31, 2012
TERMS	SHIPMENT	
1.5% 10 - Net 45		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective September 9, 2011, this contract is hereby EXTENDED to October 31, 2012 per the Terms and Conditions in section 2.002.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per PRF from DTMB, dated August 25, 2011 and vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$431,340.00

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PURCHASING OPERATIONS**

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2 TO

CONTRACT NO.

071B9200052

July 28, 2010

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (877) 202-8942 Scott Dennis
		Scott Dennis
Rapid Shred, LLC		
2972 Sangra S.W.		
Grandville, MI 49418		BUYER/CA (517) 373-6535
Email: sdennis@	Prapidshred.com	William C. Walsh, CPPB
Contract Compliance Inspector: Larry Scates (517) 335	-4273	
Recycling Services – Department of	Management and	d Budget - Statewide
CONTRACT PERIOD: From: December 1	6, 2008	To: October 31, 2011
TERMS	SHIPMENT	
1.5% 10 - Net 45		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective July 31, 2010, the Contract Compliance Inspector for this Contract is **CHANGED to Larry Scates (517) 335-4273.**

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per E-mail request from Dave Stevens Date July 21, 2010.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$431,340.00

STATE OF MICHIGAN

June 29, 2010

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PURCHASING OPERATIONS**

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1 TO

CONTRACT NO. 071B9200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (877) 202-8942
		Scott Dennis
Rapid Shred, LLC		
2972 Sangra S.W.		
Grandville, MI 49418		BUYER/CA (517) 373-6535
Email: sdennis@	rapidshred.com	William C. Walsh, CPPB
Contract Compliance Inspector: Dave Stevens (517) 373	3-2107	
Recycling Services – Department of Management and		d Budget - Statewide
CONTRACT PERIOD: From: December 1 0	6, 2008	To: October 31, 2011
TERMS	SHIPMENT	
1.5% 10 - Net 45		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective June 23, 2010, the following CHANGE is hereby incorporated into this Contract:

Article 1.031, Add Line 13

13. Styrofoam

- A. The Contractor has agreed to pick up Styrofoam materials for recycling at the locations currently being serviced by this contract. It is further agreed that there will be no charge to the State of Michigan for this service and no credits will be given to the State on the monthly recycling invoice. The Styrofoam materials will be delivered to Dart Container in Mason, MI. Only Styrofoam materials accepted by Dart Container will be collected by the State. It is the Contractor's responsibility to inform the State of any changes in the Styrofoam materials accepted by Dart Container. The weight of Styrofoam which has been recycled will be added to the monthly report as a separate, no cost, no credit item.
- B. Styrofoam materials to be recycled should be placed in large transparent plastic bags and placed along side the regular recycling materials waiting to be picked up. All pick ups of Styrofoam materials will be in conjunction with regularly scheduled pick ups of other recyclable materials. No individual pickups will be requested or provided for only Styrofoam materials. This service will only be available at locations which have sufficient space to store the Styrofoam at the designated locations for other recyclable materials. The acceptability of the capacity for storing materials awaiting pick up shall be the decision of the individual Facility Supervisor, landlord or landlord's representative at each location serviced by this contract.

Contract No. 071B9200052 Change Notice No. 1 Page 2

C. Styrofoam containers which are used for servicing food must be rinsed prior to being bagged and placed in the designated collection area.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of Dave Stevens, DTMB, Article 1.022 and OSE approval dated 6/22/10.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$431,340.00

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET **PURCHASING OPERATIONS** P.O. BOX 30026, LANSING, MI 48909 OR

December 18, 2008

NOTICE TO

530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B9200052 between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (877) 202-8942
		Scott Dennis
Rapid Shred, LLC		
2972 Sangra S.W.		
Grandville, MI 49418		BUYER/CA (517) 373-6535
sdennis@	rapidshred.com	William C. Walsh, CPPB
Contract Compliance Inspector: Dave Stevens (517) 373		
Recycling Services – Department of I	Management and	d Budget - Statewide
CONTRACT PERIOD: From: December 16	6, 2008	To: October 31, 2011
TERMS	SHIPMENT	
1.5% 10 - Net 45		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

The terms and conditions of this Contract are attached.

Current Authorized Spend Limit: \$431,340.00

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET PURCHASING OPERATIONS P.O. BOX 30026, LANSING, MI 48909 OR 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. <u>071B9200052</u> between THE STATE OF MICHIGAN

aı	าd	
NAME & ADDRESS OF CONTRACTOR		TELEPHONE (877) 202-8942
		Scott Dennis
Rapid Shred, LLC		
2972 Sangra S.W.		
Grandville, MI 49418		BUYER/CA (517) 373-6535
·	rapidshred.com	William C. Walsh, CPPB
Contract Compliance Inspector: Dave Stevens (517) 373	•	Trimain or trainin, or t
Recycling Services – Department of I		d Budget - Statewide
CONTRACT PERIOD: From: December 10		To: October 31, 2011
TERMS	SHIPMENT	, , ,
1.5% 10 - Net 45		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		
The terms and conditions of this Contract are at	tached.	
Current Authorized Spend Limit: \$431,340.00		
THIS IS NOT AN ORDER: This Contract Agree	ement is award	ed on the basis of Request for

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of Request for Proposal 071B8200306. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Purchasing Operations. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:	FOR THE STATE:
Rapid Shred, LLC	
Firm Name	Signature William C. Walsh, CPPB, Buyer Manager
Authorized Agent Signature	Name/Title
Scott Dennis	Services Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date

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ATTACHMENTS

Attachment A – Price Sheet

Attachment B – Counties By Zone

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Attachment D - Leased Buildings By County

DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.112.**

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DMB" means the Michigan Department of Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in Section 2.244.

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

"Key Personnel" means any Personnel designated in Section 1.031 as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

"Post-Consumer Waste" means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

"Post-Industrial Waste" means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

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DEFINITIONS



"Recycling" means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

"Reuse" means using a product or component of municipal solid waste in its original form more than once.

"RFP" means a Request for Proposal designed to solicit proposals for services.

"Services" means any function performed for the benefit of the State.

"Source reduction" means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

"State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

"Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

"Unauthorized Removal" means the Contractor's removal of Key Personnel without the prior written consent of the State.

"Waste prevention" means source reduction and reuse, but not recycling.

"Waste reduction", or "pollution prevention" means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

"Work in Progress" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

"Work Product" refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for Recycling of Wastepaper, Newsprint and Corrugated generated by the State of Michigan.

1.012 Background

Public Act 451 Sec. 16502 of 1994 states:

(1) The department (referring to DNR/DEQ) shall establish and implement a paper recycling system to recycle wastepaper products that are recyclable and for which there is an accessible and available market. The recycling system shall include the recyclable wastepaper products generated in the offices and other facilities of state departments and state agencies, the offices and other facilities of the legislature, and the judicial offices and other facilities within this state. The department may work with other state departments and hire private contractors to establish or implement all or a portion of the recycling system under this part.

1.020 Scope of Work and Deliverables

1.021 In Scope

The scope of this project is to reduce the amount of generated waste being introduced into the waste stream. This project may be expanded in the future to include non-paper materials.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and demonstrate all things necessary for, or incidental to, the performance of work, as set forth below:

The purpose of this Contract is to provide processing of recycled wastepaper, newsprint and corrugated generated by the State of Michigan. The primary pick-up sites are currently in Ingham and Eaton Counties (zone 1). However, the Contract will not prohibit the expansion of this service to other Michigan counties (zones) as the need may develop at the contract pricing, terms and conditions. The Contract shall run for three years with the option for two (2) each one (1) year extensions.

The following list specifies the material to be associated with each category. Please note: This listing may change due to market conditions.

White Ledger Consists of the Following:

White Letterhead

White Stationery

White Copy Paper

White Calculator Tape

White Business Envelopes Without Cellophane Windows Or Self Adhesive Stamps Or Labels

White Forms (No Carbonized)

White Index Cards

White Lined Table Paper

White Offset Bond Paper

White Computer Printouts

Mixed Paper consists of the following:

Booklets & Pamphlets

Brochures

Carbonless Forms

Colored Paper

Colored Lined Paper

Envelopes With Cellophane Windows Or Labels

Glossy Paper And Magazines

Manila Folders

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Manuals With Glue Bindings

Posters

Printouts

Soft Cover Books

Phone Books

Envelopes

Sticky Notes

Yellow Legal Paper

Yellow/Brown Business Envelopes

The State reserves the right to add other recyclable materials such as plastics, glass, styrofoam, batteries and metal products to the Contract as the need arises. Pricing will be negotiated at the time the material is added to the Contract.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities for Zone 1. (Due to volume of paper generated, the following is applicable to Zone 1 ONLY).

- Contractor will service all locations listed in the Contract, which include Ingham, and Eaton Counties, by picking up and recycling all recyclable scrap fiber. All specifications concerning this contract will be strictly adhered to.
- 2. The Contractor will furnish appropriate sized containers, vehicles, and personnel necessary to service and remove recycled waste from the facilities and deliver it to the processing plant.
- The Contractor shall provide adequate truckload pick-up at regular intervals so as to avoid a backup of materials.
- 4. The Contractor will be required to accept request for services in writing, by e-mail, telephone or by facsimile transmission. The ability to accept such request and the manner for submission of each type of request, by a State agency, shall be included in this proposal.
- 5. The Contractor shall use State Certified scales throughout the terms of the Contract. Proof of certification of scales must be provided prior to the Contract award.
- The Contractor will provide monthly and annual reports of volumes generated.
- 7. The Contractor must have an accountable procedure to keep State of Michigan recycle products separate from other customers and therefore have an auditable trail for our volume, grade mix and revenue.
- 8. The Contractor shall advise the Contract Compliance Inspector (CCI) if problems, such as the four paper grades not being properly sorted or separated, should occur
- 9. The Contractor shall provide the CCI with a current annual subscription of the Official Board Markets, Chicago Prices, commonly referred to as the 'Yellow Sheets', for the duration of the Contract.
- 11. The Contractor shall provide State operated vehicles dock access to the processing plant and assistance with unloading for those state agencies that desire or need to deliver recycle waste paper directly.
- 12. The Contractor will provide any training that is needed throughout the contract period, at no additional charge to the State of Michigan. This training will include, but not be limited to the following:
 - a. Paper sorting and identification procedures to maximize revenues.
 - b. Equipment audits of each location to minimize space requirements and maximizing service needs.



Contractor Staff, Roles, and Responsibilities for Zones 2 through 7

The State is requesting the Contractor to provide creative programs for recycling of listed materials in zones 2 though 7, utilizing the following:

- Contractor will service all locations listed in the Contract, which include Ingham, and Eaton Counties, by picking up and recycling all recyclable scrap fiber. All specifications concerning this Contract will be strictly adhered to.
- 2. The Contractor will furnish appropriate sized containers, vehicles, and personnel necessary to service and remove recycled waste from the facilities and deliver it to the processing plant.
- The Contractor shall provide adequate truckload pick-up at regular intervals so as to avoid a backup of materials.

Contractor utilizes graphical computer-based scheduling software that schedules all trucks for Rapid Shred and Rapid Recycling. This software allows for efficient routing of trucks and allows us to see where all trucks are scheduled to go in the future (up to 18 months), and where they were in the past. This historical information will be used to detect patterns of the frequency of pick up requests. To maximize the routing of our trucks, we may schedule regular pick ups at some or all of the State's locations. This routing would be scheduled to occur at what would be expected to be 80% capacity of the on-site containers. Because this contract is based on the weight of material collected and processed for the State, the overall cost of the contract will not vary with this approach as compared to the current approach of performing all work on-call. While this allows us to maximize our trucking efficiency, this approach would also be easier for State offices. Since they could rely on a regular pick up frequency, State employees would not need to monitor the fullness of containers and submit pick up requests. Obviously, if containers did reach capacity prior to the scheduled pick up time, special requests can be made by the State.

4. The Contractor will be required to accept request for services in writing, by e-mail, telephone or by facsimile transmission. Requests for service will be serviced within 2 business days of receiving the request. Requests can be made by:

In writing: A formal letter may be sent to us. We will also provide a form that can be downloaded from our website, filled in and sent to us for a service request. If sent by mail, it should be recognized that we will not be able to schedule the service request until we receive it in the mail (U.S. Mail, FedEx, UPS, or other delivery service); therefore, response time will be greater than the other methods of service requests.

Email: Service requests can be emailed to us. We will provide an email submittal page on our web site that will assure the proper location, office code, container sizes, etc. are provided to us. All email requests that contain the necessary information to schedule the service will be processed and scheduled. If an incomplete request is received, we will notify the sender (either by replying to their email or by phone) and obtain the needed information so that the request can be scheduled.

Phone: Requests for service may be phoned in using either our general phone number (616-735-2900) or our toll free number (877-202-8942). The scheduling specialists answering the phones will obtain all information needed to schedule the pick up. In most cases, the scheduled day and approximate time of day of pick up will be provided during the phone call. Our scheduling desk is staffed Monday through Friday, 8:00am – 4:30pm. If calls are received during non-business hours, an automated attendant will direct callers to the scheduling voice mail box. The caller can leave a message with the pick up request, and will then be prompted to set the importance of the request. If a high importance is selected, the voice mail system will page the scheduler on-call and will forward the request to the scheduler's cell phone 24 hours/day. 7 days/week.

Fax: Requests may be faxed to us (616-791-4737) at any time. The downloadable form discussed in item 1 above can be used, or any other form that provides the necessary information will be accepted. As described in Item 2, if all necessary information is not provided, we will contact the sender to complete the information. Fax requests will be processed and scheduled during normal business hours.

5. The Contractor shall use State Certified scales throughout the terms of the Contract. Proof of certification of scales must be provided prior to the Contract award.



6. The Contractor will provide monthly and annual reports of volumes generated.

1.040 Project Plan

1.041 Project Plan Management

Project Control

- 1. The Contractor will carry out this project under the direction and control of the Department of Management and Budget.
- Although there will be continuous liaison with the Contractor, the Contract Administrator
 will meet semi-annually, as a minimum with the Contractor's project manager for the
 purpose of reviewing progress and providing necessary guidance to the Contractor in solving
 problems which arise.

Contractor will schedule meetings on a semi-annual basis between our project manager and the State's Contract Administrator. If meetings are needed more frequently they will be scheduled as needed.

Any problems that are identified will be communicated with the State's CCI in a timely manner. Based on the urgency of the problem, it will be communicated by phone, email, or included in the summary report submitted with the invoice.

An annual report will be submitted at the end of each fiscal year that will include a summary of activities and will included statistics of the weights and grades of paper collected at each location. A summary of billings and rebates will also be included along with an Environmental Stewardship Report. Other items can be added to the annual report as requested by the State.

3. The Contractor will submit brief written summaries of progress, which outline accomplishments, problems, which may have arisen, and their resolution, other pertinent information, with each monthly statistical report. A summary of the annual activities shall also be included with the annual statistical report submitted at the end of each fiscal year.

1.042 Reports

The Contractor shall furnish detailed reports to the CCI monthly and at year-end. Monthly reports and invoices will be submitted by the tenth work day of each month and by October 15 of each year. The year to date reporting period will coincide with the State's fiscal year (October 1 through September 30).

Reports will detail the volume recycled by weight and grade and will include monthly and year to date totals. Reporting format is flexible and can be adjusted to meet the State's needs

Individual reports shall include information on the volume of recycle picked up by weight, by grade. Monthly reports shall include totals for the month as well as year-to-date detail. The State will review proposed reports submitted by the Contractor and inform him/her of necessary changes, if required. The State reserves that right to request a change in format and information throughout the term of the Contract period.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- 1. Service
- 2. Training
- 3. Reporting
- 4. Invoicing

1.052 Final Acceptance - Deleted - Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

Invoicing:

The Contractor will be responsible for submitting a detailed monthly invoice for service rendered. Each invoice shall be submitted to the Contract Administrator no later than the tenth working day of the month following the end of each month of service. Invoices shall include the following:

- 1. Agency name and address
- 2. Date of pick up.
- 3. Bill of Lading number or job number.
- 4. Weight of the material picked-up by Grade.

Payments:

Payments, to the State, from recycle revenue must be paid monthly by the tenth (10th) working day following the end of each month. If the Contractor sub-contracts with a paper mill to buy their recycled products the responsibility for the timely processing of payment still rests fully with the Contractor. Although the Contractor will be making one monthly payment to the State, they must show with that payment the reconciliation of the tonnage by grade, to the various monthly bill of lading numbers or job numbers.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

1.063 Tax Excluded from Price

- (a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- (b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

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1.064 Holdback – Deleted – Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract. Deleted – Not Applicable

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Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three years beginning December 16, 2008 through October 31, 2011. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, or Blanket Purchase Order, which must be approved by the Contract Compliance Inspector's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

- (a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**
- (b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.



2.008 Form, Function & Utility

If this Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget (DMB), Purchasing Operations for the DMB Office of Facilities Administration, Building Operations Division (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contractor Administrator within Purchasing Operations for this Contract is:

William C. Walsh, CPPB, Buyer/Manager Purchasing Operations Department of Management and Budget Mason Bldg, 2nd Floor PO Box 30026 Lansing, MI 48909 Walshw@michigan.gov (517) 373-6535

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Office of Property Management, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies <u>no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.</u> The Contract Compliance Inspector for this Contract is:



Dave Stevens
Department of Management and Budget
Facilities Administration
Building Operations Division
Mason Bldg, 1st Floor
PO Box 30026
Lansing, MI 48909
Stevensd1@michigan.gov
(517) 373-2107

2.023 Project Manager- Deleted - Not Applicable

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: William C. Walsh, Buyer/Manager, CPPB
PO Box 30026
530 West Allegan
Lansing, Michigan 48909



Contractor: Name Scott Dennis Rapid Shred 2972 Sangra S.W. Grandville, MI 49418

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.
- (b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.
- (c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.



2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.



(d) The specific payment schedule for this Contract shall be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be prorated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is mandatory for payments on State Contracts. The Contractor is required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all Contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT). Failure of the Contractor to register for EFT will result in non-awarding of this Contract by the State.

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – Deleted – Not Applicable

2.063 Re-assignment of Personnel at the State's Request – Deleted – Not Applicable

2.064 Contractor Personnel Location - Deleted - Not Applicable

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.



2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031**, **2.060**, **2.100**, **2.110**, **2.120**, **2.130**, **2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.



2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.



2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (c) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (d) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (e) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (f) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (g) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (h) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (i) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.
- (j) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.
- 2.122 Warranty of Merchantability- Deleted Not Applicable
- 2.123 Warranty of Fitness for a Particular Purpose- Deleted Not Applicable
- 2.124 Warranty of Title- Deleted Not Applicable
- 2.125 Equipment Warranty- Deleted Not Applicable

2.126 Equipment to be New- Deleted – Not Applicable

2.127 Prohibited Products- Deleted – Not Applicable

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked **d** below:

☑ 1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations

\$2,000,000 Products/Completed Operations Aggregate Limit

\$1,000,000 Personal & Advertising Injury Limit

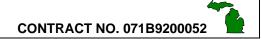
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

TERMS AND CONDITIONS



☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

\$100,000 each accident \$100,000 each employee by disease \$500,000 aggregate disease

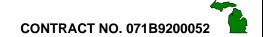
2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

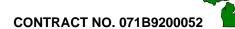
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

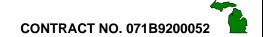
(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor.

TERMS AND CONDITIONS



No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.



2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

- (a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

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(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

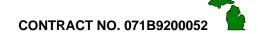
Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

TERMS AND CONDITIONS



The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition – Deleted – Not Applicable

2.174 Contractor Software Transition—Deleted – Not Applicable

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.



2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
 - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

TERMS AND CONDITIONS



2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.210 Governing Law

2.211 Governing Law

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

- (a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.
- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
 - (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
 - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
 - (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure- Deleted - Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;

TERMS AND CONDITIONS



- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

- 2.241 Time of Performance- Deleted Not Applicable
- 2.242 Service Level Agreements (SLAs) Deleted Not Applicable
- 2.243 Liquidated Damages- Deleted Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables- Deleted – Not Applicable

2.251 Delivery Responsibilities- Deleted – Not Applicable

- 2.252 Delivery of Deliverables- Deleted Not Applicable
- 2.253 Testing- Deleted Not Applicable
- 2.254 Approval of Deliverables, In General- Deleted Not Applicable
- 2.255 Process For Approval of Written Deliverables- Deleted Not Applicable

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables- Deleted – Not Applicable

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership- Deleted – Not Applicable

- 2.261 Ownership of Work Product by State- Deleted Not Applicable
- 2.262 Vesting of Rights- Deleted Not Applicable
- 2.263 Rights in Data- Deleted Not Applicable
- 2.264 Ownership of Materials- Deleted Not Applicable

2.270 State Standards

- 2.271 Existing Technology Standards—Deleted Not Applicable
- 2.272 Acceptable Use Policy Deleted Not Applicable
- 2.273 Systems Changes Deleted Not Applicable

2.280 Extended Purchasing

- 2.281 MIDEAL- Deleted Not Applicable
- 2.282 State Employee Purchases- Deleted Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision- Deleted – Not Applicable



Attachment A, Price Proposal

Price Sheet – Recycle Program Only

NOTE: All the revenue from the recycle program will belong to the State and will be used to offset the Contractors costs.

The Contractor is bidding on providing logistical and processing cost.

ZONE 1 (inclusive of all locations on the attached route sheets)

Item	Estimated Volume	Unit of Measure	Cost Per ton	Extended Cost
Logistics Cost: Includes all vehicles, drivers, equipment and other cost associated with the route and pick-up.	1106	Tons	\$80.00	\$88,480.00
Cost: Includes all labor, equipment and other cost associated with the sorting & processing of the recycle product.	1106	Tons	\$50.00	\$55,300.00
Total State of Michigan Cost	1106	Tons	\$130.00	\$143,780.00

Informational Only- Pricing is based on current yellow sheet pricing.

Estimated annualized revenue from the recycle product to return to the State	Estimated Annual Volume	Unit of Measure	Price per ton	Annualized Estimated Revenue
White Ledger	70	Tons	\$330.00	\$23,100.00
Mixed Color (non sorted)	835	Tons	\$85.00	\$70,975.00
Newsprint	54	Tons	\$95.00	\$5,130.00
Corrugated	147	Tons	\$85.00	\$12,495.00
Total estimated revenue from the recycle product to return to the State	1106	Tons		\$111,700.00

Zones 2-7 Pricing

	9		
Zone	Logistics Costs (\$/Ton)	Processing Cost (\$/Ton)	Total State of Michigan Cost (\$/Ton)
2 through 6	\$100.00	\$65.00	\$165.00
7	\$110.00	\$70.00	\$180.00

Attachment B - Counties By Zone Number

ZONE 4 Arenac

Bay Midland

Gratiot

Huron Sanilac

Saginaw

Gladwin Tuscola

ZONE 1	ZONE 2	ZONE 3
Eaton	Berrien	Osceola
Ingham	Branch	Montcalm
	Calhoun	Isabella
	Cass	Mecosta
	Clinton	Newaygo
	Allegan	Mason
	Genesee	Muskegon
	Hillsdale	Lake
	Barry	Oceana
	Ionia	Mecosta
	Jackson	Clare
	Kalamazoo	
	Kent	
	Lapeer	
	Lenawee	
	Livingston	
	Macomb	
	Monroe	
	Oakland	
	Ottawa	
	Shiawassee	
	St. Clair	
	St. Joseph	
	Van Buren	

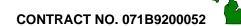
ZONE 6	ZONE 7
Alcona	Alger
Alpena	Baraga
Cheboygan	Chippewa
Crawford	Delta
losco	Dickinson
Montmorency	Gogebic
Ogemaw	Houghton
Oscoda	Iron
Otsego	Keweenaw
Presque Isle	Luce
Roscommon	Mackinac
	Marquette
	Menominee
	Ontonagon
	Schoolcraft
	Alcona Alpena Cheboygan Crawford losco Montmorency Ogemaw Oscoda Otsego Presque Isle

Washtenaw Wayne

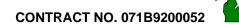
The State Office Buildings in Saginaw, Flint, Jackson and Grand Rapids recycle their paper using the internal mail and delivery service and their volume is included in Zone 1 figures.

Attachment C - Zone 1 Building Locations

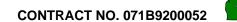
ADDRESS	TYPE OF CONTAINER	FREQUENCY	TYPE OF LOADING	CONTACTS
Lottery	CONTAINER	FREQUENCY	Loading Dock	speaker by dock door
101 E. Hillsdale St.				Chris Voltz or Debra Harris
	8 - Gaylords	As Needed		335-6014
Mason / Treasury Building 530 W. Allegan St.			Mason Dock - off Allegan	
ooo vv. vogan ou	40.0	A N		Armondo 373-1847
Cass Building	12-Gaylords	As Needed	Loading Dock- off	
320 S. Walnut			Kalamazoo	Rudy Pulido 373-6288
	8- Gaylords	As Needed		
Grand Tower	0.00,700.00		Loading Dock off Grand	
235 S. Grand Ave.	2- Gaylords		on Northside of bldg	Jack Norris 335-4273
	25-Curbys	As Needed		
Williams Bldg. 425 W.Ottawa St.			Load With Fork Truck From Hwy Dock Area-	
425 W.Ottawa Ot.			access off Ottawa	Greg Whitford 373-7362
Ottawa/Hannah Building	12-Gaylords	As Needed	Loading Dock-access off	
611 W. Ottawa St.			Pine	Barb 373-2176
	12-Gaylords	As Needed		Bail 070 2170
Capitol Commons Center	i z cujici uc	7.0.100000	Loading Dock-access off	Mike Hellum Pager 517-
Bldg 400 S. Pine St.	1Gaylord		Kalamazoo	251-1829 Fred Tripp -373- 7643
	15 Curbys	Thursday's		Don Tripp Same
Romney Building			Loading Dock-access off	
111 S. Capital Ave.			Michigan	Steve Doty 373-2177
Library of NAL/Libraria al	8-Gaylords	As Needed	F+ D	
Library of MI/Historical Museum Complex			East Dock access off Allegan. West Dock off	Anita Otavana 272 7440
717 W. Allegan St.	4 Caylarda Fash	As Noodod	Butler	Anita Stevens 373-7110
Department of Military &	4-Gaylords Each	As Needed	Loading Dock	
Veterans Affairs				
3423 N. Logan	6-Gaylords	As Needed		
Joint Lab / N. Complex	-		Bldg. # 44	
3350 N. Logan Bldg. 44	4-Carts		Cream Shed	John Blackney 335-9241
010/5	6-Curbys	As Needed	0: 11 14 19	
CIS/Funds Admin. 7201 W. Saginaw St.			Street Level, 1st floor Rear of Building	Allison Kelly 241-8928
	4-Curbys	An Naadad	9	Elodia Lung 241-8999
Department of Information	1 Cart	As Needed	street level (front door)	
Technology			()	Jeremy 241-7111
515 Westshire	2- Curbys	As Needed		
Department of Community	1-2 Gaylords (927		Street Level	
Health 1001 Terminal Dr.	Door)			Mark Warseler 335-9037
	1-Cart	As Needed		



ADDRESS	TYPE OF CONTAINER	FREQUENCY	TYPE OF LOADING	CONTACTS
USPF&O (Military Affairs) 3111 W. St. Joseph St.	Bales of Cardboard 2-Gaylords 1- Curby	As Needed	Loading Dock	Randy Locher 483-5959 Sue Badard 483-5635
Department of Human Services 7109 W. Saginaw	8-Curbys 2-Carts	As Needed	Loading Dock	Marja Benson 373-2033 Betsy Montgomery 373-2493
Department of Natural Resources Labs 815 Filey St.	6-Gaylords	As Needed	Loading Dock	Dave Martin 327-2630 Mark L. 327-2638
HAL Records & Forms Mgt. 3400 N. Grand River	5-Curbys 3-Gaylords	As Needed	Loading Dock	Rich Santana 335-9132
Department of Community Health 1808 W. Saginaw	4-Curbys	As Needed	back of bldg.	Linda Miller 334-8418
Department of Corrections 715 Willow St.	2-Curbys	As Needed	Street Level	old school Maple St.
MDOT Aeronautics Comm. 2700 E. Airport Service Dr. Capitol City Airport	5-Gaylords	As Needed	Street Level With Fork Truck	Jay Henning 335-8746
MDOT Mason Hwy Garage 601 Jewitt	2-Gaylords	As Needed	Street Level	Jerry 676-1029
Constitution Hall 525 Allegan St.	30-Curbys 4- Gaylords	As Needed	Dock (entrance on the south side of the building off washtenaw)	Rick or Randy 241-2708
Victor Office Center 201 N. Washington Sg.	8-Curbys 1-Carts	As Needed	Loading Dock	Dave Wilcox 372-1380
Dept of Environmental Quality 815 Terminal Road	3-Curbys 2-Gaylords	As Needed	Street Level	
MDOT 7050 W. Saginaw	2-Curbys	As Needed	Street	Damian
House of Reps House Office Building 124 N. Capital	8-Gaylords 10-Curdys	As Needed	Street Level	Jim Dodac 719-4852 CALL BEFORE LEAVING.
Commisioner/St. Appl. Def. Comerica Bldg. 101 Washington Sq.	2-Curbys	As Needed	Street Level	Jean or Tammy 334-6069
Hollister Building 106 W.Allegan	6-Curbys	As Needed	Street Level Pickup in 5th. Floor	Keith Kelley 377-3003

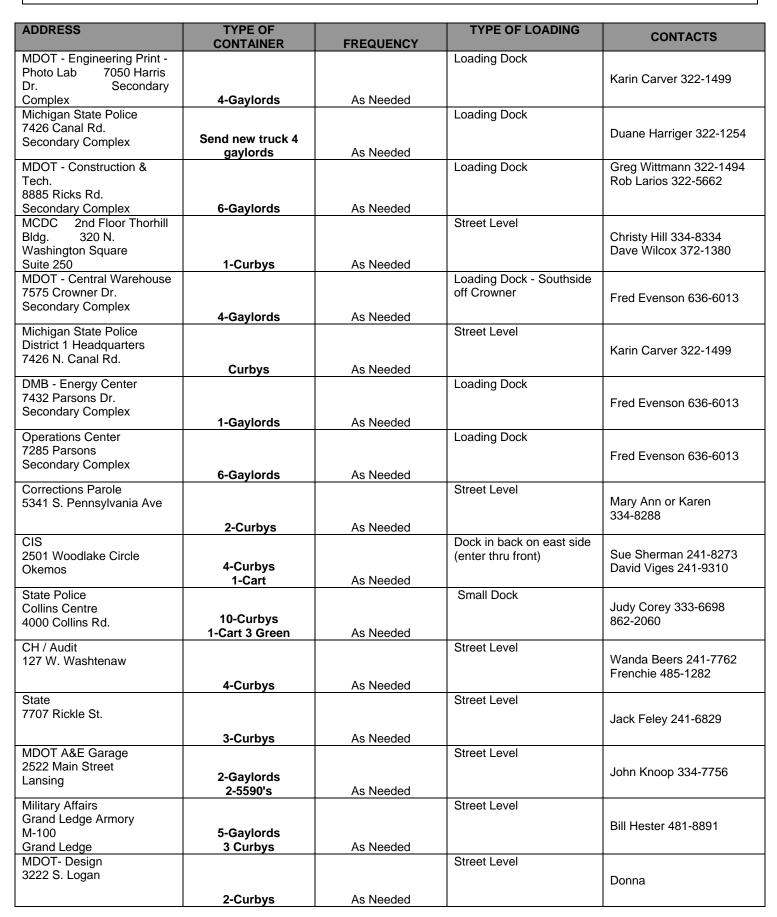


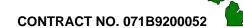
ADDRESS	TYPE OF CONTAINER	FREQUENCY	TYPE OF LOADING	CONTACTS
MAACS			Street Level	
1375 S. Washington Suite				Jane Doyle 334-1200
300	1-Curbys	As Needed		_
Bureau of Employment	1 00	7.01.00000	Street Level	
Relations 1375 S.				Dorothy 334-9719
Washington	4.0	A - NI I - I		Boroary correr
Main, front door State Mutual Bldg.	1-Curbys	As Needed	Street Level basement	
208 Capitol Ave			Street Level basement	Ray Daniels, Bldg. Mgr.
200 Cap	10-Curbys			482-5565 or 505-1765
Michigan Cam Caminas	2-Carts	As Needed	Ctroot Lovel	
Michigan Com. Services Commission			Street Level	
1048 Pierpont Ste 4				Gary 373-8028
•	4 Curbys	As Needed		
Michigan Rehabilitation				
Services 1048 Pierpont Ste 1				Cathy Hulitt 335-5684
•	1-Curby	As Needed		
Landmark Building	4 Curbys & 1 Cart		Street Level Basement by	
105 W. Allegan	*on loan 4 carts for		stairs	Elaine Pohl
	loose cardboard 3/16/04	As Needed		
PACC	J/ 10/0 1	/ 13 NEGUGU	Street Level in basement	
116 W. Ottawa			0.000 2000 m 2000 m	Tom Robertson
	4-Curbys 1-Cart	As Needed		334-6060 ext 809
MSHDA (Housing	1-Cart	AS Needed	Street Level Dock off	
Development)			Hosmer	Jackie Royale 373-8370
735 E Michigan Ave.	8-Curbys	A - NI I - I		Jackie Royale 373-8370
ATTORNEY GENERAL	1-Gaylord	As Needed	Loading Dock	
One Michigan Ave Building			Loading Dock	D. d D
120 N. Washington Sq.				Rodger Brown 335-7158
MEDO	7-Curbys	As Needed	Otra et la coal Diale Dalia	
MEDC 300 N. Washington Sq.			Street Level Rick Dolio speaker by gate	
300 N. Washington 3q.	6- Curbys		Speaker by gate	Bob Schaar
	3-Cart	As Needed		
Chandler Building			Street Level	Laura Price, 335-1277
300 E. Michigan Ave	6-Curbys		Rear of Bldg.	Victoria Freeman 241-9142
	2-Carts	As Needed		
Crime Victims 3rd fl			Street Level	
1033 S. Washington Ave				Jeanie Cox 334-9185
	2-Curbys	As Needed		
MI State Police HQ.			Warehouse speaker by	
714 S. Harrison Rd.	6 Covlordo		gate	
East Lansing	6-Gaylords 6-Curbys	As Needed		
Agriculture Laboratory	o ourbys	/ IS NEGUEU	Loading Dock	
1615 S. Harrison Rd.			3 = 2 = 2	Maria Zinn 337-5109
East Lansing	2 Gaylords	۸ م		Ray Martinez 203-1315
MSP Forensic Lab	4 Curbys	As Needed	Street Level use phone	
7320 Canal Road			inside door	Karin Carver 322-1499
	2-Gaylords	As Needed	1 .5.55	Nami Carver 322-1433
CIS	2-Gay101US	AS NEEUEU	Street Level	
1375 S. Washington			0001 20101	Karen Flagg 364-9738
ŭ	2 Curbus	۸ م		Transii i layy 304-3730
	3-Curbys	As Needed		



	TYPE OF		TYPE OF LOADING	CONTACTO
ADDRESS	CONTAINER	FREQUENCY		CONTACTS
Department of Information			Street Level (elevator to	
Technology- Child			second floor)	Mary 241-9654
Enforcement System				Dorothy 241-9818
1000 1020 940 Long Blvd.	5 Curbys	As Needed		
Attorney General			Street Level Front door	
6520 Mercantile Suite1- Suite 2				Chris 373-6434
Suite 2	6- Curbys	As Needed		
Attorney General H.C.F.			Street Level	
2860 Eyde Parkway				Jackie Crockett 241-6525
,	4 - Curbys			Jackie Clockett 241-0525
	1-Cart	As Needed	ļ. <u> </u>	
Public Service Commission,			Loading Dock In	Tom Gray 241-6010 or
Labor & Economic Growth			Rear of Building	241-6007
6545 Mercantile Way #9B	14-Curbys	As Needed		Sandy Thorne 241-6602
CIS/C&S			Street Level	
6546 Mercantile Way				Alice McGowan 241-6327
·	5 - Curbys			Alice McGowall 241-0321
Tanana in the state of the stat	1 -Cart	As Needed	Otro of I	
Treasury Invrdymrnyd			Street Level	Ron Jones 241-9888 or
2501 Coolidge 4th Floor 5th/3d Bank building			Basment	373-3142 or Emma Kavari
5th/3d Bank building	9-Curbys	As Needed		373-3142 Of Effilia Ravail
Dept of Labor & Economic			Street Level	
Growth				Laura Campbell 241-0562
7707 Rickle RD.	2-Curbys			Laura Campbell 241-0302
T	Back door	As Needed		
Tranter Dept Management &			DOCK	
Budget 735 Hazel Street	3-Curbys			Joe Shell 334-6843
733 Hazer Street	1-Cart	As Needed		
Corrections Data Center			Street Level Compt Rm	
3222 S. Logan Ste. 4			W. Side Bldg.	Laura Gordon 334-9800
NW rear of bldg	5-Curbys	A - NI I I		Laura Gordon 304 3000
Unemployment Agency	1-Cart	As Needed	Street Level	
5015 S. Cedar			Street Level	
3013 S. Cedai				Darla Harper 241-5014
	2-Curbys	As Needed		
Military Affairs			Street Level rm 35	
2500 S. Washington				Sue Badard 483-5635
	2-Gaylords 4-Curbys	As Needed		000 2000.0 100 0000
Mi Dept of State	4-Gurbys	AS INEEGEG		+
1301 Sunset Avenue				
100 i Guillott Avenue	2-G, Skids of Paper			Jim Aldrich 334-7244
	1-Curby	As Needed		
General Services Building			Loading Dock	
7461 Crowner Dr.				Joe Shell 322-5348
Secondary Complex	25-Gaylords	As Needed		M W F Only
Secretary of State Building	2J-Gaylolus	AS INCCUCU	Loading Dock	
7064 Crowner Dr.			Loading Dock	0 110
Secondary Complex				Greg Wittmann 322-1494
	5-Gaylords	As Needed		
General Office Building			Loading Dock	Karia Oak 200 1100
7150 Harris Dr.				Karin Carver 322-1499
Secondary Complex	6-Gaylords	As Needed		John Gross 322-1272
Vehicle & Travel Services	0-Gaylolus	AS INCCUCU	Parts Door	
6951 Crowner Dr.			1 416 2001	0 110
Secondary Complex				Greg Wittmann 322-1494
	4-Gaylords	As Needed		





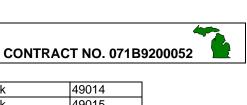


ADDRESS	TYPE OF CONTAINER	FREQUENCY	TYPE OF LOADING	CONTACTS
Hall Of Justice			Dock - thru double doors	
925 W. Ottawa			to intercom	Bob Bierwagen 373-5321
	5-Gaylords	As Needed		Bruce Austin 373-5321
Military Affairs (A)	3-Gaylorus	AS Needed	Pick Up every Friday	
3411 Martin Luther King			Before Noon	Ron Carrier 481-8153
o i i i waran zaanoi rang			Bololo 1400li	Cell 420-7545
	10- Curbys	As Needed		
MI Dept. Arguculture - E.C.			Street Level	
Heffron				Brad Pagratis
940 Venture Lane Williamston	1 Curbyo	As Needed		(517) 655-8202 ext. #302
Dept. Community Health	1- Curbys	As Needed	Street Level	
109 W. Michigan			Street Level	
100 vv. Wildingari	4 - Curbys			Tom Ranson 485-5023
	4-Carts	As Needed		
D.I.T			Street Level	
5563 Enterprise Back of				Gary Josh
Apco	2- Curbys	As Needed		
Dept. of Corrections	2 Garayo	7101100000	open 24/7 access anytime	
1305 S. Washington			open = w. access anymine	Diane
Suite #103				Diane
	1- Curbys	As Needed		
Dept. of Labor & Economic				
Growth				Pattsie 241-0313
1048 Pierpont Suite 6 Lansing, Mi 489131	1- Curbys	As Needed		
Joint Operations Center	i- Curbys	As Needed		
615 Allegan St. (East of				A :: 0: 0=0 4454
location # 9)				Anita Stevens 373-4454
,	3- Curbys	As Needed		
M-Dot Warehouse			Rec. Dock	16 1 005 1000
7575 Crowner				Kurt 335-1890 Gene Pline 322-3479
Secondary Complex	Palletts	As Needed		Gene Pline 322-3479
State Applegate Defenders		1.51.0000		
Office 101 N.				Merdeth 334-6069 ext. 102
Washington 14th floor	4.6.4	A - N		WOIGELI 334-0003 Ext. 102
Military Affairs (D)	1- Curby	As Needed		
Military Affairs (B) 3411 Martin Luther King			Door #11	Ron Tallieu 481-8153
3411 Martin Luther King				office
	7- Curby	As Needed		420-7545 cell

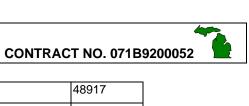


Attachment D - Leased Buildings By County

	County	Department Name	Building Address	Building City	Bldg Zip
1	Alcona	Human Services	205 N. State Street	Harrisville	48740
2	Alcona	State	116 First St	Harrisville	48740
3	Alger	Human Services	103 Court St	Munising	49862
4	Alger	State	418 Mill St	Munising	49862
5	Allegan	Human Services	3255 122nd Avenue	Allegan	49010
6	Allegan	State	430 Western Ave, Suite C	Allegan	49010
7	Alpena	Human Services	711 W Chisholm St	Alpena	49707
8	Alpena	Labor & Economic Growth	315 West Chisholm	Alpena	49707
9	Alpena	State	2682 S Us 23	Alpena	49707
10	Alpena	State Police	3283 W Washington Ave	Alpena	49707
11	Alpena	Transportation	Alpena County Airport M-32	Wilson Township	49707
12	Antrim	Human Services	205 E Cayuga St	Bellaire	49615
13	Antrim	State	4607 S M-88 Hwy	Bellaire	49615
14	Arenac	Corrections	3740 Foco Rd	Standish	48658
15	Arenac	Human Services	3709 Deer River	Standish	48658
16	Arenac	State	529 Main St	Standish	48658
17	Baraga	Human Services	108 Main St	Baraga	49908
18	Baraga	State	115 N Front St	L'anse	49946
19	Barry	Human Services	430 E Barfield Drive	Hastings	49058
20	Barry	Labor & Economic Growth	535 W Woodlawn Ave	Hastings	49058
21	Barry	State	1611 S Hanover	Hastings	49058
22	Barry	State Police	1127 W State St	Hastings	49058
23	Bay	Environmental Quality	1682 Marquette St.	Bay City	48706
24	Bay	Environmental Quality	503 N Euclid St	Bay City	48706
25	Bay	Human Services	1415 W Center Rd	Bay City	48732
26	Bay	Human Services	706 Fifth St	Bay City	48706
27	Bay	Labor & Economic Growth	503 N Euclid St	Bay City	48706
28	Bay	Natural Resources	1700 Marquette St	Bay City	48706
29	Bay	State	1007 N Euclid St	Bay City	48706
30	Bay	State Police	3202 S Euclid	Bay City	48706
31	Bay	State Police	401 N Euclid	Bay City	48706
32	Benzie	Human Services	448 Court PI	Beulah	49617
33	Benzie	State	230 N Michigan Ave	Beulah	49617
34	Berrien	Corrections	497 Waukonda Ave	Benton Harbor	49022
35	Berrien	Human Services	401 Eighth St	Benton Harbor	49023
36	Berrien	Labor & Economic Growth	499 West Main Street,	Benton Harbor	49022
37	Berrien	State	1960 Mall Place	Benton Harbor	49022
38	Berrien	State Police	9301 Red Arrow Hwy	Bridgman	49106
39	Berrien	State	110 E Main St	Niles	49120
40	Berrien	Agriculture	4032 M-139	St Joseph	49085
41	Berrien	Military Affairs	115 Main Street	St Joseph	49085
42	Branch	Human Services	388 Keith Wilhelm Dr	Coldwater	49036
43	Branch	Labor & Economic Growth	210 Vista Dr	Coldwater	49036
44	Branch	State	7 Vans Ave	Coldwater	49036
45	Calhoun	State	308 S Superior St	Albion	49224
46	Calhoun	Corrections	135 Hamblin Ave	Battle Creek	49017

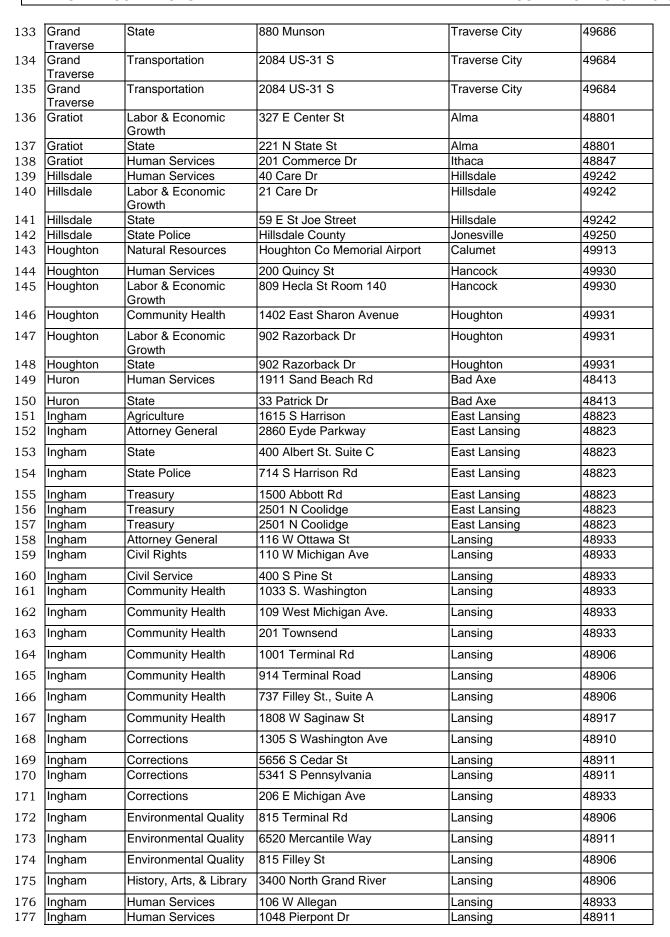


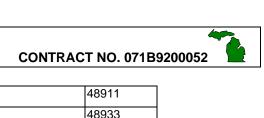
47	Calhoun	Human Services	190 E Michigan	Battle Creek	49014
48	Calhoun	Labor & Economic	424 Riverside Dr	Battle Creek	49015
		Growth			
49	Calhoun	Labor & Economic Growth	135 Hamblin Ave	Battle Creek	49017
50	Calhoun	State	1791 W Columbia	Battle Creek	49015
51	Calhoun	State	15877 West Michigan Ave	Marshall	49068
52	Cass	Human Services	325 M62 N	Cassopolis	49031
53	Cass	Labor & Economic Growth	61682 Dailey Road,	Cassopolis	49031
54	Cass	State	601-C N Front St	Dowagiac	49047
55	Charlevoix	Human Services	12585 Us 31 North	Charlevoix	49720
56	Charlevoix	State	05951 M66 Hwy	Charlevoix	49720
57	Cheboygan	Human Services	827 S Huron St	Cheboygan	49721
58	Cheboygan	State	300 Mill St #110	Cheboygan	49721
59	Chippewa	Corrections	4657 West Industrial Park Drive	Kincheloe	49788
60	Chippewa	Corrections	Vacant Land	Kinross	49788
61	Chippewa	Human Services	463 Three Mile Rd	Sault Ste Marie	49783
62	Chippewa	Labor & Economic Growth	1118 E Easterday	Sault Ste Marie	49783
63	Chippewa	State	2700 Davitt St	Sault Ste Marie	49783
64	Clare	State	121b Schoolcrest St	Clare	48617
65	Clare	Human Services	725 Richard	Harrison	48625
66	Clare	Labor & Economic Growth	402 N First St	Harrison	48625
67	Clare	Natural Resources	2115 Sullivan Drive	Harrison	48625
68	Clinton	Military Affairs	16801 Wright Rd	Grand Ledge	48837
69	Clinton	State Police	Capital City Airport	Lansing	48906
70	Clinton	Human Services	201 W Railroad St	St Johns	48879
71	Clinton	Labor & Economic Growth	101 W Cass St	St Johns	48879
72	Clinton	State	1041 South Us-27	St Johns	48879
73	Crawford	Community Health	5690 W M-72	Grayling	49738
74	Crawford	Human Services	500 Milltown Cor	Grayling	49738
75	Crawford	Military Affairs	205 Ionia Street	Grayling	49738
76	Crawford	State	2384c I-75 Business Loop	Grayling	49738
77	Crawford	State Police	103 James St	Grayling	49738
78	Crawford	Transportation	1680 Hartwick Pines Rd	Grayling	49738
79	Delta	Human Services	2717 N Lincoln Rd	Escanaba	49829
80	Delta	Human Services	2940 College Ave	Escanaba	49829
81	Delta	Labor & Economic Growth	2831 N Lincoln Rd	Escanaba	49829
82	Delta	Labor & Economic Growth	2831 N Lincoln Rd	Escanaba	49829
83	Delta	Natural Resources	1601 Ludington St	Escanaba	49829
84	Delta	State Police	City Reservoir	Gladstone	49837
85	Dickinson	Human Services	1238 S Carpenter Ave	Iron Mountain	49801
86	Dickinson	State	1044 S Stephenson Ave	Iron Mountain	49801
87	Dickinson	State Police	Highway Us 2	Iron Mountain	49801
88	Dickinson	Transportation	618 Stephenson	Iron Mountain	49801
89	Dickinson	Labor & Economic	140 N Hooper St	Kingsford	49802
09		Growth			



91	Eaton	Human Services	7109 W Saginaw Hwy	Lansing	48917
92	Eaton	Information Technology	515 Westshire Drive	Lansing	48917
93	Eaton	Labor & Economic Growth	7201 W Saginaw Hwy	Lansing	48917
94	Eaton	State	5827 & 5829 W Saginaw	Lansing	48917
95	Eaton	Transportation	7050 W Saginaw	Lansing	48917
96	Emmet	Attorney General	Unit 6	Petoskey	49770
97	Emmet	Human Services	2229 Summit Park Dr	Petoskey	49770
98	Emmet	Labor & Economic Growth	2225 Summit Park Dr	Petoskey	49770
99	Emmet	State	1187 Us-31 North	Petoskey	49770
100	Genessee	State	302 N Main St	Davison	48423
101	Genessee	Community Health	14165 Fenton Rd	Fenton	48430
102	Genessee	State	1545-49 N Leroy	Fenton	48430
103	Genessee	Corrections	G-3310 Corunna Rd	Flint	48503
104	Genessee	Human Services	1526 W Court St	Flint	48503
105	Genessee	Human Services	2320 W Pierson Rd	Flint	48504
106	Genessee	Human Services	660 S Saginaw St	Flint	48502
107	Genessee	Labor & Economic Growth	711 N Saginaw St	Flint	48503
108	Genessee	Labor & Economic Growth	711 N Saginaw St	Flint	48503
109	Genessee	Labor & Economic Growth	G-1388 W Bristol Rd	Flint	48507
110	Genessee	State	5512 Fenton Rd	Flint	48507
111	Genessee	State	G-4205 Miller Rd	Flint	48507
112	Genessee	State	408 S Saginaw	Flint	48502
113	Genessee	State Police	4481 Corunna Rd	Flint	48532
114	Genessee	State	11960 N Saginaw	Mt Morris	48458
115	Gladwin	Human Services	250 W State St	Gladwin	48624
116	Gladwin	Natural Resources	201 S. State Street	Gladwin	48624
117	Gladwin	State	1208 North State Street	Gladwin	48624
118	Gladwin	State Police	1302 Chatterton	Gladwin	48624
119	Gogebic	Human Services	301 Lead St	Bessemer	49911
120	Gogebic	State	206 E Mary St	Bessemer	49911
121	Gogebic	Labor & Economic	100 W Cloverland Dr	Ironwood	49938
		Growth			
	Gogebic	State Police	City Resevoir	Wakefield	49968
123	Gogebic	State Police	Adjacent To Polic Post	Wakefield	49968
124	Gogebic	State Police	Vacant Land	Wakefield	49968
125	Grand	State Police	4472 Mt Hope Rd	Acme	49610
106	Traverse	Human Services	OAF F Fromt Ct	Traverse City	40004
126	Grand Traverse	Human Services	315 E Front St	Traverse City	49684
127	Grand Traverse	Labor & Economic Growth	1209 S Garfield Rd	Traverse City	49686
128	Grand	Labor & Economic	1209 S Garfield Rd	Traverse City	49686
	Traverse	Growth			
129	Grand Traverse	Labor & Economic Growth	10850 Traverse Hwy	Traverse City	49684
130	Grand Traverse	Military Affairs	3200 Airport Rd	Traverse City	49684
131	Grand Traverse	Natural Resources	970 Emerson	Traverse City	49684
132	Grand	State	1759 Barlow	Traverse City	49684
	Traverse	<u> </u>		1	







178	Ingham	Human Services	5305 S Cedar St #315	Lansing	48911
179	Ingham	Human Services	405 S Grand Ave	Lansing	48933
180	Ingham	Information Technology	940 Long Blvd	Lansing	48911
181	Ingham	Information Technology	1000 Long Blvd	Lansing	48911
182	Ingham	Information Technology	1020 Long Blvd	Lansing	48911
183	Ingham	Information Technology	300 E Michigan Ave	Lansing	48933
184	Ingham	Information Technology	920 Long Blvd Stes 1-5, 10	Lansing	48911
185	Ingham	Information Technology	309 N. Washington Sq.	Lansing	48933
186	Ingham	Information Technology	5511 Enterprise Drive	Lansing	48911
187	Ingham	Labor & Economic Growth	201 N Washington	Lansing	48933
188	Ingham	Labor & Economic Growth	201 N Washington	Lansing	48933
189	Ingham	Labor & Economic Growth	1375 S Washington	Lansing	48910
190	Ingham	Labor & Economic Growth	735 E Michigan Ave	Lansing	48912
191	Ingham	Labor & Economic Growth	1048 Pierpont Dr	Lansing	48911
192	Ingham	Labor & Economic Growth	2110 S. Cedar Street	Lansing	48910
193	Ingham	Labor & Economic Growth	3700 Old Lansing Road	Lansing	48933
194	Ingham	Labor & Economic Growth	3000 Sanders Road	Lansing	48917
195	Ingham	Labor & Economic Growth	1121 N Eigth St	Lansing	48890
196	Ingham	Labor & Economic Growth	6545 Mercantile Way	Lansing	48911
197	Ingham	Labor & Economic Growth	6546 Mercantile Way	Lansing	48911
198	Ingham	Labor & Economic Growth	5015 S. Cedar St	Lansing	48910
199	Ingham	Labor & Economic Growth	201 N Washington	Lansing	48933
200	Ingham	Legislative	201 N Washington	Lansing	48933
201	Ingham	Management & Budget	124 W Allegan Ste 200	Lansing	48933
202	Ingham	Management & Budget	7707 Rickle Rd	Lansing	48917
203	Ingham	Management & Budget	106 W Allegan	Lansing	48933
204	Ingham	Management & Budget	3400 North Grand River	Lansing	48906
205	Ingham	Management & Budget	735 Hazel	Lansing	48909
206	Ingham	Management & Budget	735 Hazel	Lansing	48909
207	Ingham	Management & Budget	1301 Sunset Ave	Lansing	48909
208	Ingham	Military Affairs	2502 S Washngton	Lansing	48910
209	Ingham	State	108 S. Washington Square	Lansing	48933
210	Ingham	State Police	2510 Kerry St	Lansing	48912
211	Ingham	State Police	4000 Collins Rd	Lansing	48910
212	Ingham	State Police	3234 W St Joseph	Lansing	48917
213	Ingham	Transportation	3101 Technology	Lansing	48910
214	Ingham	Treasury	5015 S. Cedar St	Lansing	48910
214	Ingham	Labor & Economic Growth	2501 Woodlake Cir	Okemos	48864
216	Ingham	State Police	Dobie Rd	Okemos	48864
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261	Kent	Labor & Economic Growth	2942 Fuller Ave Ne	Grand Rapids	49505
262	Kent	Labor & Economic Growth	1560 Leonard, N.E.	Grand Rapids	49505
263	Kent	Labor & Economic Growth	3391-A Plainfield Ave Ne	Grand Rapids	49505
264	Kent	Labor & Economic Growth	2922 Fuller Ave Ne	Grand Rapids	49505
265	Kent	Management & Budget	One North Division Avenue	Grand Rapids	49503
266	Kent	Management & Budget	1 Michigan Street Ne	Grand Rapids	49504
267	Kent	State	3472 Plainfield Ave Ne	Grand Rapids	49503
268	Kent	State	3665 28th STREET SE, SUITE 10C	GRAND RAPIDS	49512
269	Kent	State Police	588 Three Mile Road Ne	Grand Rapids	49544
270	Kent	Transportation	2660 Leonard, Ne	Grand Rapids	49505
	Kent		3391-B Plainfield Ave Ne	Grand Rapids	49505
272	Kent	State Police	8650 Algoma Ave	Rockford	49341
	Kent	Human Services	536 S State St	Sparta	49345
274	Kent	State	534 S State St	Sparta	49345
275	Kent	Environmental Quality	3415 Roger B Chaffee Se	Wyoming	49508
276	Kent	State	1056 Rogers Plz	Wyoming	49509
	Keweenaw	State	N Us 41	Mohawk	49950
	Lake	Human Services	4459 M-37	Baldwin	49304
	Lake	Labor & Economic Growth	5252 M-37	Baldwin	49304
280	Lapeer	Human Services	1515 Suncrest Dr	Lapeer	48446
281	Lapeer	Human Services	1515 Suncrest Dr	Lapeer	48446
282	Lapeer	Labor & Economic Growth	550 Lake Dr	Lapeer	48446
283	Lapeer	State	700 S Main St Bldg A	Lapeer	48446
284	Leelanau	Human Services	7401 East Duck Lake Road	Lake Leelanau	49653
	Leelanau	State Police	Leland Twp	Leland	49654
	Leelanau	State	100 B Cedar St	Suttons Bay	49682
	Lenawee	Human Services	1040 S Winter St	Adrian	49221
	Lenawee	Labor & Economic Growth	1040 S Winter St	Adrian	49221
	Lenawee	Labor & Economic Growth	1040 S Winter St	Adrian	49221
290	Lenawee	State	1114 S Winter St	Adrian	49221
	Livingston	State	9864 E Grand River	Brighton	48116
292	Livingston	State Police	4803 Old Us-23	Brighton	48116
293	Livingston	Transportation	10321 E Grand River Ste 500	Brighton	48116
294	Livingston	Human Services	2300 E Grand River	Howell	48844
295	Livingston	Labor & Economic Growth	1240 Packard Drive	Howell	48843
296	Livingston	State	Howell Promenade Shopping Ctr	Howell	48843
297	Luce	Human Services	500 W Mcmillan Ave	Newberry	49868
298	Luce	Natural Resources	Luce County Airport	Newberry	49868
299	Luce	Natural Resources	M-28 & M-123	Newberry	49868
300	Luce	State	504 W Mcmillan Ave	Newberry	49868
301	Mackinac	Transportation	M 185	Mackinac Island	49757
	Mackinac	Human Services	199 Ferry Ln	St Ignace	49781
	Mackinac	State	364 N State St	St Ignace	49781
304	Mackinac	State Police	W1022 West Us-2	St Ignace	49781

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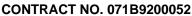
Macomb Human Services 19700 Hall Rd Clinton Twp Macomb Human Services 39531 Garfield Road Clinton Twp Macomb Human Services 21885 Dunham St Clinton Twp Macomb Labor & Economic Growth Macomb State 37015 Gratiot Avenue Clinton Twp Macomb State Police 24226 Sorrentino Ct Clinton Twp Macomb Labor & Economic Growth Macomb State Police 16-32 Market Mt Clemens Growth Macomb Labor & Economic Growth Macomb State Police 16-32 Market Mt Clemens Macomb State 48 Cherry St Mt Clemens Macomb State Police 36275 Division St Richmond Macomb State 71130 Van Dyke Romeo Macomb Labor & Economic Toth Mt Clemens Macomb State 71130 Van Dyke Romeo Macomb Labor & Economic Toth Mt Clemens Macomb State 71130 Van Dyke Romeo	48038 48036 48038 48038 48038 48043 48043 48043 48043 48043 48043 48062 48065 48066 48066
Macomb Human Services 21885 Dunham St Clinton Twp Macomb Labor & Economic Growth Macomb State 37015 Gratiot Avenue Clinton Twp Macomb State Police 24226 Sorrentino Ct Clinton Twp Macomb Labor & Economic Growth Macomb State Police 24226 Sorrentino Ct Clinton Twp Macomb Corrections 76 S Main St Mt Clemens Macomb Labor & Economic Growth Macomb Labor & Economic Growth Macomb Labor & Economic Growth Macomb State 48 Cherry St Mt Clemens Macomb State A8 Cherry St Richmond Macomb State 71130 Van Dyke Romeo Macomb Labor & Economic T5950 12 Mile Rd Roseville	48038 48038 48038 48043 48043 48043 48043 48043 48043 48062 48065 48066 48066
309MacombLabor & Economic Growth43630 Hayes RdClinton Twp310MacombLabor & Economic Growth43630 Hayes RdClinton Twp311MacombState37015 Gratiot AvenueClinton Twp312MacombState Police24226 Sorrentino CtClinton Twp313MacombCorrections76 S Main StMt Clemens314MacombLabor & Economic Growth16-32 MarketMt Clemens315MacombLabor & Economic Growth75 N River RdMt Clemens316MacombState48 Cherry StMt Clemens317MacombState Police36275 Division StRichmond318MacombState71130 Van DykeRomeo319MacombLabor & Economic15950 12 Mile RdRoseville	48038 48038 48043 48043 48043 48043 48043 48062 48065 48066 48066
Growth Macomb Labor & Economic Growth Macomb State 37015 Gratiot Avenue Clinton Twp Macomb State Police 24226 Sorrentino Ct Clinton Twp Macomb Corrections 76 S Main St Mt Clemens Labor & Economic Growth Macomb Labor & Economic Growth Macomb State 48 Cherry St Mt Clemens Macomb State Police 36275 Division St Richmond Macomb State 71130 Van Dyke Roseville	48038 48043 48043 48043 48043 48043 48062 48065 48066 48066
310MacombLabor & Economic Growth43630 Hayes RdClinton Twp311MacombState37015 Gratiot AvenueClinton Twp312MacombState Police24226 Sorrentino CtClinton Twp313MacombCorrections76 S Main StMt Clemens314MacombLabor & Economic Growth16-32 MarketMt Clemens315MacombLabor & Economic Growth75 N River RdMt Clemens316MacombState48 Cherry StMt Clemens317MacombState Police36275 Division StRichmond318MacombState71130 Van DykeRomeo319MacombLabor & Economic15950 12 Mile RdRoseville	48043 48043 48043 48043 48043 48043 48062 48065 48066 48066
312 Macomb State Police 24226 Sorrentino Ct Clinton Twp 313 Macomb Corrections 76 S Main St Mt Clemens 314 Macomb Labor & Economic Growth Mt Clemens 315 Macomb Labor & Economic Growth Mt Clemens 316 Macomb State 48 Cherry St Mt Clemens 317 Macomb State Police 36275 Division St Richmond 318 Macomb State 71130 Van Dyke Romeo 319 Macomb Labor & Economic 15950 12 Mile Rd Roseville	48035 48043 48043 48043 48043 48062 48065 48066 48066
313 Macomb Corrections 76 S Main St Mt Clemens 314 Macomb Labor & Economic Growth 16-32 Market Mt Clemens 315 Macomb Labor & Economic Growth 75 N River Rd Mt Clemens 316 Macomb State 48 Cherry St Mt Clemens 317 Macomb State Police 36275 Division St Richmond 318 Macomb State 71130 Van Dyke Romeo 319 Macomb Labor & Economic 15950 12 Mile Rd Roseville	48043 48043 48043 48043 48062 48065 48066 48066
314 Macomb Labor & Economic Growth 16-32 Market Mt Clemens 315 Macomb Labor & Economic Growth 75 N River Rd Mt Clemens 316 Macomb State 48 Cherry St Mt Clemens 317 Macomb State Police 36275 Division St Richmond 318 Macomb State 71130 Van Dyke Romeo 319 Macomb Labor & Economic 15950 12 Mile Rd Roseville	48043 48043 48043 48062 48065 48066 48066
Growth Macomb Labor & Economic 75 N River Rd Mt Clemens	48043 48043 48062 48065 48066 48066
Growth Macomb State 48 Cherry St Mt Clemens 317 Macomb State Police 36275 Division St Richmond 318 Macomb State 71130 Van Dyke Romeo 319 Macomb Labor & Economic 15950 12 Mile Rd Roseville	48043 48062 48065 48066 48066
317MacombState Police36275 Division StRichmond318MacombState71130 Van DykeRomeo319MacombLabor & Economic15950 12 Mile RdRoseville	48062 48065 48066 48066 48315
318MacombState71130 Van DykeRomeo319MacombLabor & Economic15950 12 Mile RdRoseville	48065 48066 48066 48315
319 Macomb Labor & Economic 15950 12 Mile Rd Roseville	48066 48066 48315
	48066 48315
Growth	48315
320 Macomb Labor & Economic 15950 Twelve Mile Rd Roseville Growth	
321 Macomb State 50640 Schoenherr Shelby Twp	
322 Macomb State 24000 Harper Avenue St Clair Shores	48080
323 Macomb Community Health 38600 Van Dyke, Suite 375 Sterling Heights	48312
324 Macomb Human Services 44600 Delco Blvd Sterling Heights	48313
325 Macomb Military Affairs 44521 Schoenherr Sterling Heights	48313
326 Macomb State 34208 Van Dyke Sterling Heights	48312
327 Macomb State Police 42800 Merrill Sterling Heights	48314
328 Macomb Transportation 35414 Mound Road Sterling Heights	48310
329 Macomb Transportation 38257 Mound Rd Sterling Heights	48310
330 Macomb Treasury 41300 Dequindre Sterling Heights	48314
331 Macomb Treasury - State Lottery 34700 Dequindre Sterling Heights	48310
Macomb State 28224-28228 Dequindre Warren	48092
333 Macomb State 13780 E 12 Mile Warren	48088
Manistee Human Services 1672 Us 31 S Manistee	49660
Manistee Labor & Economic 1660 Us 31 S Manistee Growth	49660
336 Manistee State 1638 Us 31 S Manistee	49660
337 Marquette Environmental Quality 420 5th Street Gwinn	49841
338 Marquette Military Affairs 413 1st Street GWINN	49841
339 Marquette Military Affairs US-41 ISHPEMING	49849
340 Marquette Human Services 234 W Baraga Ave Marquette	49855
341 Marquette Labor & Economic Growth 1498 O'dovero Dr Marquette	49855
Marquette Labor & Economic 1504 W Washington St Marquette Growth	49855
Marquette Labor & Economic 2833 Us 41 W Marquette Growth	49855
344 Marquette Management & Budget 1401 Presque Isle Marquette	49855
345 Marquette State 2025 S Highway 41 West Marquette	49855
346 Marquette State Police 1504 W Washington St Marquette	49855
Marquette State Police 37 Industrial Park Road, Bay 11 Marquette	49855

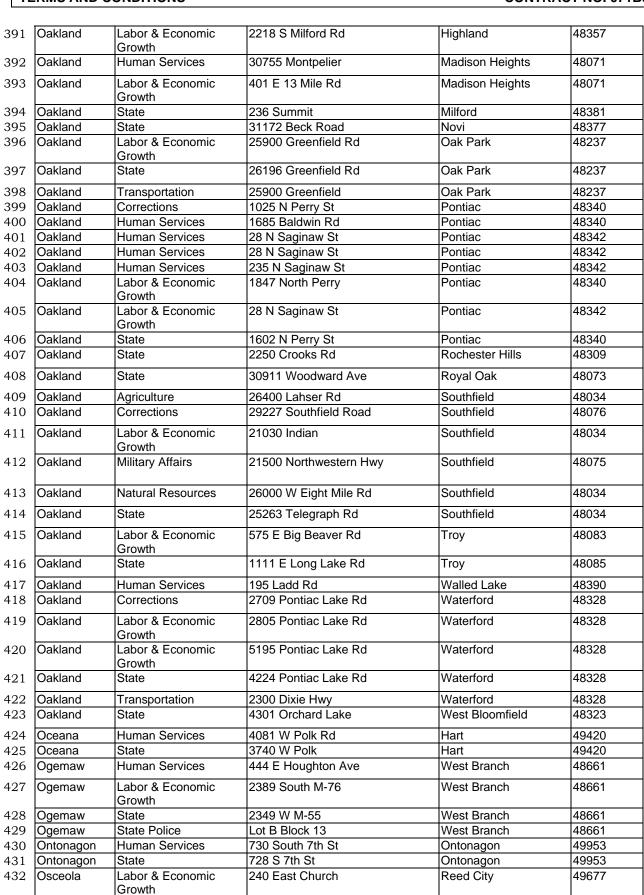
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348	Marquette	State Police	309 S Third St	Marquette	49855
349	Mason	Human Services	Diana St	Ludington	49431
350	Mason	Labor & Economic Growth	5722 West Us 10	Ludington	49431
351	Mason	State	5902 W Us 10	Ludington	49431
352	Mecosta	Community Health	14485 Northland Dr	Big Rapids	49307
353	Mecosta	Human Services	800 Water Tower Rd	Big Rapids	49307
354	Mecosta	Labor & Economic Growth	826 N State St	Big Rapids	49307
355	Mecosta	State	206-A N. Michigan Ave	Big Rapids	49307
356	Menominee	Human Services	2612 Tenth St	Menominee	49858
357	Menominee	State	4000 Tenth St	Menominee	49858
	Midland	Human Services	1509 Washington	Midland	48640
359	Midland	Labor & Economic	1409 Washington	Midland	48640
360	Midland	Growth State	1830 N Saginaw Rd	Midland	48640
361	Missaukee	Human Services	3173 M-55	Lake City	49651
362	Missaukee	State	49 N Morey Rd	Lake City	49651
363	Monroe	Human Services	903 S. Telegraph, Monroe	Monroe	48161
364	Monroe	Labor & Economic Growth	1531 N Telegraph Suite D	Monroe	48162
365	Monroe	Labor & Economic Growth	903 S. Telegraph	Monroe	48161
366	Monroe	Military Affairs	2121 N. Monroe Street #130	Monroe	48162
367	Monroe	State	1107 S Telegraph	Monroe	48161
368	Monroe	State	7200 Lewis Bldg C	Temperance	48182
	Montcalm	Labor & Economic Growth	110 S. Greenville West Drive	Greenville	48838
370	Montcalm	State	701 S. Greenville West Drive	Greenville	48838
371	Montcalm	State Police	10300 Howard City-Edmore Road	Lakeview	48850
372	Montcalm	Human Services	619 N State St	Stanton	48888
		Agriculture	16860 M-32 East	Atlanta	49709
		Human Services	R 2 M-32 West	Atlanta	49709
		State	M-32/33 Elkland Ctr	Atlanta	49709
376	Muskegon	Corrections	985 East Barney	Muskegon	49444
	Muskegon	Labor & Economic Growth	1550 Laketon Ave	Muskegon	49442
378	Muskegon	Labor & Economic	1635 Apple Ave	Muskegon	49442
379	Muskegon	Growth State	1485 E Apple Ave	Muskegon	49442
380	Muskegon	Human Services	2700 Baker St	Muskegon Heights	49444
381	Muskegon	State	3275 E Colby St	Whitehall	49461
	Newaygo	Labor & Economic Growth	4747 W 48th St	Fremont	49412
383	Newaygo	State	7159 W 48th St	Fremont	49412
384		Human Services	1018 Newell St	White Cloud	49412
	Newaygo				
385	Oakland	State	5807 Main St 24155 Drake Rd	Clarkston	48346
386	Oakland	Labor & Economic Growth		Farmington	48335
387	Oakland	Labor & Economic Growth	24155 Drake Rd	Farmington	48335
388	Oakland	Labor & Economic Growth	38955 Hills Tech Dr	Farmington Hills	48333
389	Oakland	State	35572 Grand River	Farmington Hills	48334
390	Oakland	Labor & Economic Growth	713 East Nine Mile	Ferndale	48220
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836 S Chestnut

200 W Fifth St

Reed City

Mio

49677

48647

Osceola

Oscoda

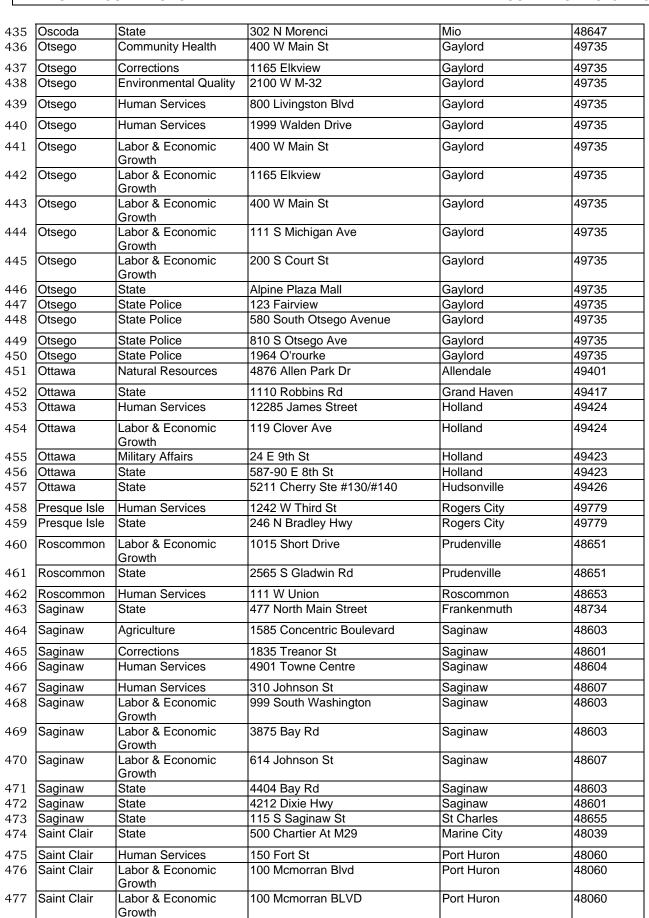
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434

State

Human Services









8625 Greenfield Rd

14061 Lappin Ave

1145 W Grand Blvd

4505 Oakman Blvd

1960 W Lafayette

14000 Schoolcraft Ave

6821 Medbury

3606 E Forest

5131 Grand River

2400 E Mcnichols

17330 Greydale

1801 Canfield

2929 Russell

Detroit

48228

48205

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48204 48216

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Human Services

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17176 Farmington Road

27304 Plymouth

15100 Northline Rd

22050 Pennsylvania

25350 Ecorse Rd

25700 Joy Rd

Livonia

Redford

Redford

Taylor

Taylor

Southgate

48153

48239

48239

48195

48180

48180

#071B9200052 56

Growth

Human Services

Labor & Economic

Human Services

Human Services

State

State

Growth

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Wayne

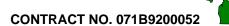
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570	Wayne	Labor & Economic Growth	20500 Eureka Rd, Suite #210	Taylor	48180
571	Wayne	State	21572 Ecorse Road	Taylor	48180
572	Wayne	Transportation	25185 Goddard Rd	Taylor	48180
573	Wayne	State	3040 Van Horn Rd	Trenton	48183
574	Wayne	Environmental Quality	27700 Donald Court	Warren	48090
575	Wayne	Human Services	27650-27690 Van Dyke	Warren	48093
576	Wayne	Labor & Economic Growth	35731 Michigan Ave	Wayne	48184
577	Wayne	State	6090 Wayne Rd	Westland	48185
578	Wayne	State	2942 Van Alstyne	Wyandotte	48192
579	Wexford	Environmental Quality	120 Chapin St	Cadillac	49601
580	Wexford	Labor & Economic Growth	401 Lake St	Cadillac	49601
581	Wexford	State	1574 N Mitchell	Cadillac	49601
582	Wexford	State Police	7711 S Us 131	Cadillac	49601